

MR04

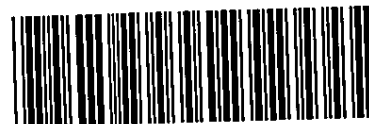
Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP or a
LL MR04



LD3 *L3CA48C1* 17/07/2014 #95
COMPANIES HOUSE

1 Company details

Company number 05852377

Company name in full Partnerships in Care Property 25 Limited (the
"Company")

► **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 07/09/2006

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 1

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description SECURITY ACCESSION DEED dated 7 September 2006
between the New Chargers, the Borrower and the
Security Agent (the "Deed of Accession")

Continuation page
Please use a continuation page if
you need to enter more details

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

Please use a continuation page if
you need to enter more details

1 ACCESSION

The Company has agreed to be a Chargor for the purposes of the Debenture with effect from 7 September 2006 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2 CHARGING CLAUSE 2 1 Fixed Charges

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 7 September 2006 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage, all freehold and leasehold property (including the property specified in schedule 1 (Details of Properties) to the Deed of Accession, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

Continued on continuation 1/

B1

Charge code

Please give the charge code This can be found on the certificate

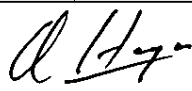
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This is the unique reference code allocated by the registrar

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Part C To be completed for all charges

C1	Satisfaction I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	
C2	Details of the person delivering this statement and their interest in the charge Please give the name of the person delivering this statement Name Partnerships in Care Property 25 Limited Please give the address of the person delivering this statement Building name/number 2 Street Imperial Place Maxwell Road Post town Borehamwood County/Region Hertfordshire Postcode W D 6 1 J N Please give the person's interest in the charge (e.g. chargor/chargee etc) Person's interest in the charge Chargor	
C3	Signature Please sign the form here Signature X  X	

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Karim Kassam

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- Part A Charges created before 06/04/2013**
- ☒ You have given the charge date
- ☒ You have given the charge number (if appropriate)
- ☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
- ☐ You have given the charge code
- Part C To be completed for all charges**
- ☒ You have ticked the appropriate box in Section C1
- ☒ You have given the details of the person delivering this statement in Section C2
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>Continuation 1/7</p> <p>(c) by way of first fixed charge:</p> <p>(i) all other interests (not charged under clause 2.3(a) of the Deed of Accession, as set out in clause 2.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;</p> <p>(iii) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person,</p> <p>(iv) its rights as at 7 September 2006 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered,</p> <p>(v) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets;</p> <p>(vi) its goodwill and uncalled capital; and</p> <p>(vii) if not effectively assigned by clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below, all its rights and interests in (and claims under) the Assigned Assets.</p> <p>2.2 Floating Charge</p> <p>As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 7 September 2006 and in future, not effectively charged by way of first fixed charge and/or mortgage under clauses 2.3 (Fixed Charges) of the Deed of Accession, as set out in clause 2.1 above, or assigned under clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below.</p> <p>2.3 Security Assignment</p> <p>(a) As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely and with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Assets</p> <p>Continued on continuation 2/7</p>

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Statement of satisfaction in full or in part of a charge



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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation 2/7

provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign to the Company its rights, title and interest in the Assigned Assets (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 7.3 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.

2.4 Conversion of Floating Charge

If:

(a) a Declared Default has occurred, or
(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,
the Security Agent may, by notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

2.5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest, except as permitted (I) prior to the Senior Discharge Date by the Senior Credit Agreement, the Junior Credit Agreement and the Intercreditor Deed, (II) subsequent to the Senior Discharge Date by the Junior Credit Agreement and the Intercreditor Deed, or (III) with the prior consent of the Security Agent; on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3. FURTHER ASSURANCE

3.1 The Company will, at its own expense, promptly following reasonable request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require

Continued on continuation 3/7

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Statement of satisfaction in full or in part of a charge



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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation 3/7

(a) to perfect and/or protect the security created (or intended to be created) by the Deed of Accession,
(b) to facilitate the realisation or enforcement of such security;
(c) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Deed of Accession; and/or
(d) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Deed of Accession

3 2 Any security document required to be executed by the Company under clause 5 1 of the Debenture, as set out in this clause 3, will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession.

4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Except as permitted by the Senior Credit Agreement and Junior Credit Agreement, the Company shall not

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,
(b) sell, transfer, lease out, lend, factor, discount or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
(c) dispose of the equity of redemption in respect of all or any part of the Charged Property.

Schedule 1

The New Chargors

New Chargors	Registered Number
Partnerships in Care Property 16	
Limited	5510031
Partnerships in Care Property 17	
Limited	5613363
Partnerships in Care Property 18	
Limited	5613375
Partnerships in Care Property 19	
Limited	5613394
Partnerships in Care Property 20	
Limited	5613407
Partnerships in Care Property 21	
Limited	5613357

Continued on continuation 4/7

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>Continuation 4/7</p> <p>Partnerships in Care Property 22 Limited 5852397</p> <p>Partnerships in Care Property 23 Limited 5852393</p> <p>Partnerships in Care Property 24 Limited 5852391</p> <p>Partnerships in Care Property 25 Limited 5852377</p> <p>Schedule 2 Details of Properties None as at 7 September 2006</p> <p>Schedule 3 Subsidiary Shares None as at 7 September 2006</p> <p>In this form "Assigned Agreements" means each Hedging Agreement, all Lease Documents (as both such terms are defined in the Senior Credit Agreement), and any other document designated by the Borrower and either of the Senior Facility Agent or the Junior Facility Agent (as the case may be) (and all Assigned Agreements detailed in schedule 3 of any Security Accession Deed), "Assigned Assets" means the Assigned Agreements, all Rental Income (as such term is defined in the Senior Credit Agreement and the Junior Credit Agreement) and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature as at 7 September 2006 or at any time enjoyed or held by the Company and all Value Added Tax payable on the same; "Blocked Accounts" means the accounts listed in part 1 of schedule 4 to the Debenture (or, as the case may be, part 1 of schedule 4 to the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those accounts; "Borrower" means Partnerships in Care Property 1 Limited (CRN: 5403392); "Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession; "Chargors" means the Borrower, each of the companies listed in schedule 1 to the Debenture and each company (of which the Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed, Continued on continuation 5/7</p>

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation 5/7

"Debenture" means the debenture dated 6 July 2005 between, inter alia, the Borrower, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any),

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clauses 17.2 (Cancellation and Repayment) of the Senior Credit Agreement and/or the Junior Credit Agreement,

"Default" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Events of Default" means (i) prior to the Senior Discharge Date, Events of Default as defined in the Senior Credit Agreement and the Junior Credit Agreement as governed by the Intercreditor Deed and (ii) subsequent to the Senior Discharge Date, Events of Default as defined in the Junior Credit Agreement;

"Facility Agent" means The Royal Bank of Scotland plc;

"Finance Documents" means the Senior Credit Agreement and the Junior Credit Agreement, each Security Document, the Intercreditor Deed, the OpCo Intercreditor Deed, each Hedging Agreement, each Transfer Certificate, the Fees Letter (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement) and any other document designated as a Finance Document by the Obligors and the Facility Agent;

"Finance Parties" means the Arranger, each Agent, each Lender and each Hedging Lender (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement);

"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Accession;

Continued on continuation 6/7

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation 6/7

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other Obligor under any Finance Document as at 7 September 2006 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Finance Party for or at the request of any Obligor and all losses incurred by any Finance Party in connection therewith, except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985;

"Intercreditor Deed" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement,

"Junior Credit Agreement" means the junior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility to Partnerships in Care Property 1 Limited (Company Number 5403392) as amended and restated from time to time;

"Junior Facility Agent" means The Royal Bank of Scotland plc, "Lenders" means The Royal Bank of Scotland plc,

"New Chargors" means the Company and each of the companies listed in schedule 1 hereto and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"Obligor" means Obligor as such term is defined in the Senior Credit Agreement and Junior Credit Agreement;

"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture (or, as the case may be, part 2 of schedule 4 of the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those accounts;

"Properties" means each of the properties listed in schedule 1 (Properties) of the Deed of Accession, as set out in schedule 2 hereto, together with those listed in schedule 2 (Properties) to the Senior Credit Agreement and Junior Credit Agreement for so long as each such property is owned by an Obligor and "Property" means any one of the Properties or any part of the Properties (as the context requires);

Continued on continuation 7/7

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Statement of satisfaction in full or in part of a charge



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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Continuation 7/7</p> <p>"Security Accession Deed" means a deed executed by a member of the Group (as such term is defined in the Senior Credit Agreement and Junior Credit Agreement) substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Senior Credit Agreement" means the senior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility to Partnerships in Care Property 1 Limited (Company Number 5403392) as amended and restated from time to time,</p> <p>"Senior Discharge Date" means the date on which all Senior Debt (as such term is defined in the Intercreditor Deed) has been fully discharged and all commitments of the Senior Finance Parties (as such term is defined in the Intercreditor Deed) to the Obligors have expired in accordance with the Senior Finance Documents (as such term is defined in the Senior Credit Agreement),</p> <p>"Senior Facility Agent" means The Royal Bank of Scotland plc,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;</p> <p>"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries, including those listed in schedule 2 to the Deed of Accession, as set out in schedule 3 hereto.</p>	